

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: : Group Art Unit: 3691
: Examiner Shresta, B. K.
Timothy A. Dietz et al.: Confirmation No. 6049
Serial No: 09/998,046 :
Filed: 11/29/2001 :
Title: GENERATING CONTRACT :
REQUIREMENTS FOR SOFTWARE : Customer No. 25,299
SUPPLIERS BASED UPON :
ASSESSING THE QUALITY LEVELS :
OF QUALITY ATTRIBUTES OF THE :
SUPPLIERS :
Date: 07/28/08 :

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

REPLY BRIEF ON APPEAL

Sir:

This is a Reply Brief to the Examiner's Answer mailed May 28, 2008.

In the Answer, the Examiner makes statements with respect to Appellants' argument in the Brief which Applicant takes issue with. At the top of page 16 of Examiners' Answer, it is stated that "...as conceded by Appellant in the Appeal Brief.....Moderegger et al teach assessing supplier to generate contract provision or requirement.."

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whom the contract is offered. After the contract is agreed to by the supplier, and during the subsequent performance of the contract by the supplier, assessments are made of the operating supplier as to the performance attribute quality levels, in response to which, the supplier is requested to make performance adjustments. Clearly, this does not generate or suggest the generation of contract requirements.

In view of the foregoing, Appellants submit that there is nothing in the three references, either individually or in combination, which would suggest a **contract requirement generated in response to an assessment of the quality level of an attribute of a supplier** who is being assessed.

Accordingly, for the reasons set forth above and for the reasons set forth in the Brief on Appeal, the Board of Appeals is respectfully requested to reverse the Final Rejection and find claims 1, 3, 5, 7-11, 13, 15, 17-20, 31, 33, 35, and 37-40 in condition for allowance.

Respectfully submitted,

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ALL CORRESPONDENCE SHOULD BE DIRECTED TO:

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Appellants in the section of the Brief referenced by Examiner (Brief: page 11, third paragraph). Appellants sets forth that this section in the Brief states:

"No contract requirement is generated as a result of the assessment of the supplier."

This an important distinction. Appellants submit that the key to the claimed invention in this Application is that during the preparation of a proposed contract, the particular supplier is assessed as to quality levels of a set of supplier quality attributes, and that at least one contract requirement is generated as a result of a quality level assessment of the supplier. None of the applied references: Aycock, Moderegger or Zinky discloses a contract requirement generated in response to a supplier Quality level assessment.

As Examiner concedes, Aycock does not disclose the generation of a contract requirement after assessing a supplier..

Moderegger discloses assessing the supplier but there is no suggestion in Moderegger of using the quality level of any attribute of the assessed supplier as a basis on which to generate a contract provision. In Moderegger, a set of contract performance requirements are predetermined. Then, several suppliers are assessed as to who would be the best supplier to perform these predetermined requirements. In other words, in Moderegger, the contract requirements are generated before the suppliers are assessed. Zinky, likewise, discloses a contract with a predetermined set of attribute quality levels already required of the vendor to

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